

1 NEW YORK STATE SUPREME COURT
2 COUNTY OF NEW YORK

3
4 HAROLD LEHR

5 Plaintiff,

6 v.

7 LONG ISLAND VETERINARY
8 SPECIALISTS PLLC,
9 DR. DOMINICK MARINO
10 AND DR. CATHERINE LOUGHIN.
11 163 S. SERVICE ROAD
12 PLAINVIEW, N.Y. 11803

13 Defendants.

Index No.: - 2019

SUMMONS

JURY TRIAL DEMANDED

Date Action filed: July 8, 2019

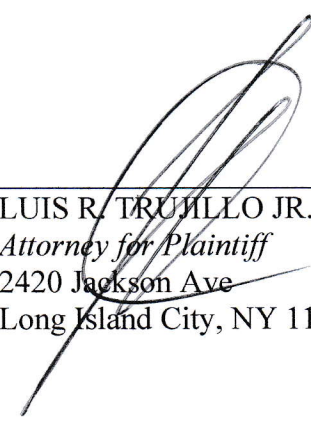
Plaintiff designates New York
County as the place of trial
based on the location of
the Plaintiff.

14 To the above named Defendants:

15
16 YOU ARE HEREBY SUMMONED and required to appear in the Supreme Court of
17 the County of New York located at **60 Center Street, New York, N.Y. 10007.**

18 In said City, County of New York, State of New York, either (i) by serving an answer
19 within ten (10) days after service of this summons upon you, exclusive of the day of
20 service, upon plaintiff's attorney, at the address stated below, or if there is no attorney,
21 upon the plaintiff at the address stated above, or (ii) by appearing at the clerk's office
22 within 10 days after service of this summons upon you, exclusive of the day of service, by
23 having the clerk of the court endorse your answer upon this summons; or within twenty
24 (20) days of service of this summons and complaint on you, exclusive of the date of
25 service, or within thirty (30) days after service is complete if this summons is not
26 personally delivered to you within the State of New York. Upon your failure to answer,
27 judgment will be taken against you by default for the relief demanded in the complaint.
28

1 Dated: July 8, 2019
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4 LUIS R. TRUJILLO JR., ESQ.
5 *Attorney for Plaintiff*
6 2420 Jackson Ave
7 Long Island City, NY 11101
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14 Defendants.

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VERIFIED COMPLAINT

1. BREACH OF CONTRACT
2. FRAUD INTENTIONAL MISREPRESENTATION
3. PROFESSIONAL NEGLIGENCE
4. GROSS NEGLIGENCE
5. DECEPTIVE BUSINESS PRACTICES
6. NEGLIGENCE
7. VETERINARY MALPRACTICE
8. FAILURE TO SUPERVISE
9. RESPONDEAT SUPERIOR
10. FAILURE TO INFORM

JURY TRIAL DEMANDED

Date Action filed: July 8, 2019

16
17 The Plaintiff Harold Lehr by and through his attorneys, The Trujillo Firms P.C., herein
18 Complain and allege of the Defendants as follows.

19 **I. PARTIES AND JURISDICTION**

20
21 1. Plaintiff Harold Lehr (hereinafter referred to as Plaintiff) is now, and all times herein
22 mentioned was, an individual residing in the City of New York, County of New York, and State
23 of New York.

24 2. Defendant Long Island Veterinary Specialists (hereinafter referred to as LIVS) upon
25 information and belief, is now, and at all times mentioned herein was, a New York
26 professional limited liability entity formed and existing under the laws of the state of New
27
28

1 York, with a principal place of business located at 163 S. Service Road, Plainview, N.Y.
2 11803.

3 3. Upon information and belief, Defendant Catherine Loughin (hereinafter "Dr. Loughin")
4 was a veterinarian employed by LIVS and upon information and belief, is now, and at all times
5 mentioned herein was employed at 163 S. Service Road, Plainview, N.Y. 11803.
6

7 4. Upon information and belief, the Defendant Dominick Marino (hereinafter "Dr.
8 Marino") was the chief of staff at LIVS, is now and was at all times mentioned herein employed
9 at 163 S. Service Road, Plainview, N.Y. 11803. Furthermore, upon information and belief Dr.
10 Marino is the owner and proprietor of the facility known as LIVS located at 163 S. Service
11 Road, Plainview, N.Y. 11803
12

13 5. Upon information and belief, at all times mentioned herein the Defendant Dr. Marino
14 held himself out as a veterinary practitioner with knowledge, skills and abilities in the treatment
15 of animals, and responsibility of management of all staff employed under his control at LIVS
16 located at 163 S. Service Road, Plainview, N.Y. 11803; including but not limited to Dr.
17 Loughin.
18

19 6. Upon Information and belief and at all times mentioned herein, the Defendant Dr. Loughin
20 held herself out as a veterinarian, having the requisite degree of knowledge, skills and abilities
21 in the care and treatment of animals. Furthermore, Dr. Loughin held herself out as a member of
22 the LIVS neurology team, veterinarians specializing in surgeries to correct diseases and injuries
23 of the bones, joints, neurological system, ligaments, tendons and other skeletal structures.
24

25 7. Upon Information and belief and at all times mentioned herein, Defendant LIVS and Dr.
26 Marino operated, supervised and managed Long Island Veterinary Specialists and it's staff,
27 employees and servants at LIVS, an
28

1 animal care center located at 163 S. Service Road, Plainview, N.Y. 11803, which provides
2 medical care to animals through customary veterinary procedures and medicine.

3 8. Upon information and belief, at all times mentioned herein, Defendant LIVS and Dr. Marino
4 employed, supervised and controlled Dr. Loughin, Dr. Mathew Morgan and Dr. Jed Sung
5 allowing each of them to work at LIVS, located at 163 S. Service Road, Plainview, N.Y. 11803.
6

7 9. Upon information and belief, defendants LIVS, Dr. Marino and Dr. Loughin herein were
8 each authorized to act independently and within the capacity of each other, and in each instance
9 defendants' actions were performed in the capacity of their agency.

10 10. Upon information and belief, all Defendants are liable in some manner for the events
11 described in this complaint, which took place at Long Island Veterinary Specialist located at
12 163 S. Service Road, Plainview, N.Y. 11803 where all events giving rise to this cause of action
13 and that are the subject of this litigation took place.
14

15 **II. FACTS COMMON TO ALL CAUSES OF ACTION**

16 11. Plaintiff was the sole owner of a fourteen (14) year old, mixed breed rescue dog named
17 Oscar (hereinafter referred to as "Oscar").
18

19 12. As of 2017, Oscar was diagnosed with and had received successful surgeries
20 for his arthritis in each hip at the Animal Medical Center (AMC) in Manhattan.

21 13. On or about April of 2018, Oscar developed a sporadic and occasional limp in his front
22 legs. The Plaintiff observed on occasion a limp that was rare and brief, and one that did not
23 impede Oscar's ability to run, eat, play, and swim or his quality of life.
24

25 **A. AS FOR THE EVENTS OF OCTOBER 22, 2018**

26 14. After having called LIVS the previous week, and specifically asking to schedule an
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28

1 appointment with a veterinary neurologist specialist that was board certified as a neurologist
2 and a member of the neurology team at their specialist hospital; Plaintiff was scheduled for an
3 appointment with Dr. Catherine Loughin for October 22, 2018 at LIVS. Upon information and
4 belief, Dr. Loughin was not a board certified trained neurologist; but a surgeon.

5
6 15. On or about, October 22, 2018, Plaintiff arrived at LIVS, for an in person consultation to
7 address Oscar's sporadic limp. Prior to Plaintiff's appointment all of Oscars medical history
8 from the Animal Medial Center (AMC) was forwarded to LIVS; including but not limited to a
9 previously administered CT scan and blood work from AMC and Oscar's community
10 veterinarian, Dr. Jay Kuhlman of Gramercy Park Hospital.

11
12 16. During the consultation, Dr. Loughin represented to the plaintiff that she was a
13 board certified neurologist with significant medical experience and history with dogs of
14 Oscar's age and condition, and significantly older than Oscar.

15 17. During the consultation, Dr. Loughin represented to the plaintiff that she was a board
16 certified neurologist and a member of the neurology team at the specialist hospital. Dr.
17 Loughin then continued to consult by performing a simple consultation that only included her
18 watching Oscar walk across the room. Dr. Loughin then stated in sum and substance that AMC
19 was wrong and that there is definitely something going on here other than arthritis. Dr.
20 Loughin then stated in sum and substance, I feel it is probably just a slipped disc in his neck,
21 which is easily fixable. We should do an MRI and sometimes when I see a slipped disc during
22 the MRI, I go in and do a quick surgery and fix it while the dog is still under. The dog is
23 usually up and walking much better in 2-3 days. It could also be a cancer that the CT scan
24 missed so we should definitely do the MRI, so if it is cancer we will know and can treat it
25 early.
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1
2 18. Dr. Loughin proposed, recommended and pushed the Plaintiff to purchase an MRI
3 procedure for his dog Oscar: a) Despite the fact that Oscar had an unambiguous diagnosis of
4 Arthritis from a safe and appropriate CT Scan performed at AMC; b) Despite the fact that
5 Oscar's blood work was normal and showed no indication of cancer, and that all his vital
6 organs and systems were functioning normally. She stated that despite Oscar's normal blood
7 work and CT Scan, Oscar needed an MRI.
8

9 19. The Plaintiff then questioned the safety and practicality of the MRI and Dr. Loughin
10 advised the plaintiff that she had performed many similar successful MRIs followed by many
11 successful "quick disk surgeries," on dogs similar in size and condition of Oscar's, and many
12 that were even two (2) years older. Furthermore, Dr. Loughin ordered a dual-zone MRI (the
13 equivalent of two (2) full and separate MRIs), which significantly increased the cost to the
14 Plaintiff and upon information and belief increased the profits for LIVS, as well as
15 significantly increased Oscar's risk of injury and the time Oscar would be under anesthesia.
16 She did not disclose the actual risks; despite being specifically asked by the Plaintiff.
17
18

19 20. Dr. Loughin further stated that anesthesia risk was statistically insignificant as Oscar had
20 never had an adverse reaction to anesthesia previously, and advised the plaintiff that the risk of
21 death was similar to that of previous anesthesia risks related to Oscar's prior hip surgeries,
22 teeth cleanings and eye surgery at AMC and at Oscar's local veterinarian. Dr. Loughin did not
23 disclose any other risks associated with the MRI. Defendant Loughin provided no further
24 information about the details and risks of the MRI, such as the duration or the specifics as to
25 how Oscar would be positioned during the procedure. She simply stated that it was an
26 extremely safe procedure and that it was her strong proposal and recommendation.
27
28

1 21. Upon information and belief, Dr. Loughin intentionally failed to inform Plaintiff of the
2 risks associated with the MRI as they relate to a dog of Oscars age, size and previous medical
3 history such as the fact that the entire process would take a) three to four (3-4) hours; b) that
4 Oscar would be under anesthesia for three to four (3-4) hours; c) that the process could cause
5 Oscar serious and permanent bodily injury; and 4) that the anesthesia would be administered
6 for 3-7 times longer than Oscar's previous anesthesia experiences that she had knowledge of
7 and had referenced when selling the Plaintiff an MRI procedure for his dog Oscar.

9 22. Had Dr. Loughin properly advised the plaintiff of the actual risks of the MRI such as the
10 time Oscar would be under anesthesia, and the positioning risks to a dog with previous
11 orthopedic procedures like Oscar; this Plaintiff would not have agreed to the procedure. Dr.
12 Loughin intentionally misled the Plaintiff as to the risks of injury or death to his dog Oscar.

14 **B. ON OR ABOUT OCTOBER 25/26TH 2018**

15 23. On or about October 25, 2018 after the Plaintiff canceled the MRI appointment, he called
16 to speak with Dr. Loughin and was transferred to Dr. Mathew Morgan (hereinafter Dr.
17 Morgan), because Dr. Loughin was not available that day.

19 24. Dr. Morgan provided no material information as to the pertinent risks of injury associated
20 with the MRI on a dog of Oscar's age and condition. Instead, Dr. Morgan confirmed and
21 supported the sales pitch made by Dr. Loughin to subject Oscar to an MRI. Dr. Morgan further
22 stated that the MRI would be a "safe and effective" procedure. Dr. Morgan then confirmed Dr.
23 Loughin's proposal and recommendation for the Plaintiff going forward with the MRI. Upon
24 information and belief, the MRI is a highly profitable procedure for LIVS.

26 25. Dr. Morgan provided no alternatives to the discovery of Oscar's sporadic limp and did not
27
28

1 disclose that Dr. Loughin was a surgeon and not a specialized neurologist. He further failed to
2 disclose any risk of paralysis to a dog the age of Oscar, and with prior orthopedic surgery like
3 Oscar.

4 26. After hearing Dr. Morgan's second opinion and endorsement of Dr. Loughin's sales pitch
5 for the MRI, the Plaintiff agreed to proceed with the MRI.
6

7 **C. AS FOR THE EVENTS OF OCTOBER 29, 2018**

8 27. On the morning of October 29, 2018, the plaintiff brought Oscar to the scheduled MRI
9 and was advised that Oscar would need to stay overnight. That was the last time the Plaintiff
10 watched Oscar walk on his own.
11

12 28. The Plaintiff was instructed to sign an e-signature pad. He was told it was to allow
13 payments and to allow the MRI. He was not told that this electronic signature could be
14 transferred, applied to and printed on a liability release form, which plaintiff was never shown
15 and never saw until after Oscar was crippled by LIVS.
16

17 29. On the evening of October 29, 2018, upon not hearing from LIVS, the Plaintiff called
18 LIVS to speak with Dr. Loughin who informed him that Oscar was "recovering normally"
19 following the MRI.

20 30. In the conversation, Dr. Loughin failed to inform the Plaintiff that Oscar had suffered
21 serious physical injuries during the MRI procedure and also failed to inform him that she would
22 not be in the next day to see or examine Oscar.
23

24 **D. AS FOR THE EVENTS OF OCTOBER 30, 2018**

25 31. Earlier in the day a resident veterinarian, possibly Dr. Jed Sung, of LIVS reached out to
26 the Plaintiff and attempted to sell him a physical therapy package to strengthen Oscar's legs
27 and informed the Plaintiff of nothing more than some "mild hind limb weakness" in Oscar.
28

1 32. On the evening of October 30, 2018 when the plaintiff arrived at the LIVS facility he
2 witnessed Oscar being carried in a harness that had been placed on his midsection and also a
3 sling to support his legs, which he could not move. Previous to Dr. Loughin's MRI procedure,
4 Oscar walked, ran and played normally and used only a normal dog collar to walk. After Dr.
5 Loughin's procedure, Oscar was crippled and could not walk, nor stand.
6

7 33. The plaintiff also witnessed that his dog Oscar was severely disoriented, lifeless and could
8 not move, stand or sit. He was also visibly crippled. The LIVS appointed discharge nurse and
9 another staff member who carried in the dog apologized and advised that nobody told them
10 anything was wrong and that they just assumed the dog was crippled dog when he was brought
11 in. The LIVS staff on hand further stated they had no idea what was going on or what had
12 happened to Oscar.
13

14 34. Upon witnessing his dog Oscar in such a horrific condition, the plaintiff demanded to
15 speak with Dr. Loughin and demanded that the staff help him get Oscar into the car so he could
16 race Oscar to the Animal Medical Center in New York City (hereinafter referred to as AMC)
17 emergency room. Plaintiff also stated that he was going to call the police.
18

19 35. The Plaintiff, when told that Dr. Loughin was not in demanded to speak with Dr. Loughin
20 over the phone where he learned during the call, that she had taken the day off, did not know
21 what medication Oscar was on, and had not even seen Oscar that day. Dr. Loughin then
22 falsely represented to the plaintiff that Oscar's injuries were merely "side effects" of anesthesia
23 very common in older dogs and that it would "wear off in two to three days" and "he would be
24 fine." Furthermore, she made no representations as to Oscar's injuries and possible paralysis
25 and spinal damage. She then stated that there was miscommunication and that the Plaintiff was
26 not supposed to see Oscar this way because LIVS was supposed to postpone Oscar's pickup.
27
28

1 36. Dr. Loughin then urged and convinced the Plaintiff not to move Oscar to AMC and that
2 LIVS would not bill him for the next few days if he would keep Oscar at LIVS. She further
3 claimed it would be safer for Oscar and agreed with the Plaintiff 's conditional demand to
4 immediately move Oscar to the ICU and monitor him if plaintiff agreed to keep Oscar at LIVS.
5 The Plaintiff agreed and accepted Dr. Loughin's insistence that it would be safer for his dog
6 Oscar.
7

8 37. Furthermore, Dr. Loughin failed to inform the Plaintiff that she had transferred Oscar to a
9 resident lacking in experience to care for Oscar after the MRI and that upon information and
10 belief, the MRI was performed by only a "technician." Upon information and belief a
11 technician, not an anesthesiologist, performed the anesthesia. Further, upon information and
12 belief, Dr. Loughin herself was not present for the majority of the MRI and failed to supervise
13 the MRI that she had so strongly proposed, recommended and pushed.
14

15 **E. AS FOR THE EVENTS OF OCTOBER 31, 2018**

16 38. On October 31, 2018, Dr. Loughin called the Plaintiff and said Oscar was getting Physical
17 therapy and acupuncture and that they were seeing small improvements.
18

19 39. On or about the same day, Plaintiff went to LIVS and was advised that the MRI results
20 showed that Oscar did not have cancer or disc damage as Dr. Loughin had previously
21 indicated.
22

23 40. Furthermore, the MRI disclosed that Oscar had only a mildly inflamed bicep tendon and
24 no significant disc issue; it demonstrated Oscar just had arthritis. Dr. Loughin again lied to
25 plaintiff about the paralysis and actually suggested she should surgically cut Oscars Mildly
26 inflamed bicep tendon to cure the limp. This procedure that upon information and belief would
27 have been profitable to LIVS and of significant risk and harm to Oscar was inappropriate
28

1 considering the situation, and Oscar's now paralyzed condition due to the MRI performed at
2 LIVS.

3 41. Dr. Loughin again misled and falsely informed the plaintiff that Oscar was merely
4 suffering from the side effects of anesthesia, "common to older dogs and he would be fine and
5 walking normally in 2-3 days"
6

7 **F. AS FOR THE EVENTS BETWEEN NOVEMBER 1, 2018**
8 **AND NOVEMBER 4, 2018**

9 42. On November 1, 2018, a staff member advised the Plaintiff that the MRI actually
10 took three to four (3 - 4) hours. Furthermore, Dr. Loughin proposed and tried to sell yet
11 another MRI (a third MRI) as necessary to determine the cause of damage from the first two
12 MRIs, which seemed strange since she was claiming this was a temporary side effect of
13 anesthesia common in older dogs. An MRI that upon information and belief would have been
14 highly dangerous, not in Oscar's best interest and only served to profit LIVS.
15

16 43. On November 2, 2018, Dr. Loughin called plaintiff to tell him that Oscar is not
17 progressing as fast as she promised. Dr. Loughin again tried to sell the plaintiff another (*a*
18 *third*) MRI to be "immediately" performed. According to every subsequent veterinarian, an
19 immediate third MRI would have been extremely harmful and totally inappropriate, after
20 LIVS's already crippling first dual-zone MRI procedure. She also stated that they wanted to
21 keep him through the weekend and keep doing physical therapy and start a steroid regimen on
22 Sunday. Dr. Loughin also mentioned that they would need to start charging for Oscar's stay
23 again and associated services, but could offer a discount. She further advised the Plaintiff that
24 he could take Oscar home Monday for a few days while she was away on vacation, and tried to
25 sell him supplements and products. When asked by Plaintiff, she also advised him that there
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1 was no "coverage" on Tuesday because her colleague would be away, despite LIVS's alleged
2 large staff. Furthermore, when asked by the plaintiff why she had not mentioned the risks of
3 the MRI before the MRI procedure, she stated that she was not going to advise him of every
4 5% possible risk that could occur, as that would take her a half (1/2) hour to do.

5
6 44. Dr. Loughin again discouraged the Plaintiff from transferring Oscar to AMC and advised
7 him that evening that Oscar will not be able to walk without a sling and harness to support him
8 and that he would not actually walk but would be held up. Dr. Loughin then suggested
9 inpatient long-term physical therapy at LIVS for a fee over \$7,000.00, plus hospital stay costs.
10 Dr. Loughin also again tried to sell the Plaintiff another MRI procedure (*a third MRI*), which
11 she falsely and incorrectly stated, is what AMC would also immediately do for Oscar; a
12 procedure that AMC later advised the Plaintiff was too risky and improper and one they would
13 have not recommended, in contrast to Dr. Loughin's fraudulent and false diagnosis, and
14 intentional misinformation to the Plaintiff, just to sell another inappropriate and unnecessary
15 MRI for his dog Oscar.
16

17
18 45. Dr. Loughin also intentionally and falsely claimed that Oscar's constant urination was
19 from his medications, when in fact it was from spinal injury. Dr. Loughin's intentional
20 misrepresentations to plaintiff, served to delay the Plaintiff's ability to find Oscar timely and
21 proper care, as well as to cover up her professional wrongdoing.

22
23 46. Furthermore, Dr. Loughin misrepresented that Oscar was being taken out of his cage and
24 walked three (3) times a day outside by the nurses. The nurses advised plaintiff that they were
25 not taking Oscar outside three (3) times a day that he was left to urinate and defecate in his
26 cage and would be wiped down afterwards; and as a result Oscar suffered from urine and fecal
27 burns and ulcers.
28

1 47. Over the next few days, the Plaintiff was repeatedly lied to and misled by Dr. Loughin.
2 Upon information and belief, Oscar was not treated as promised and the proper efforts to help
3 him were not made. Furthermore, when the Plaintiff spoke to a LIVS technician he was advised
4 *“she has seen this happen before and it is because of how they twist and position the dog for the*
5 *MRI that causes the problems. She said she has seen it with older arthritic dogs the most.”*
6

7 48. On or about, November 3, 2018, Dr. Loughin advised the plaintiff that Oscar received
8 physical therapy and acupuncture that day, when in fact the Veterinary assistant advised the
9 Plaintiff that Oscar had not received physical therapy or acupuncture. On or about November
10 4, 2018, Dr. Loughin then advised the Plaintiff that Oscar had received physical therapy and
11 acupuncture that morning, but a nurse had just informed the Plaintiff that the physical
12 therapist(s) were not in the building at all that particular day. Upon information and belief, Dr.
13 Loughin misrepresented to the Plaintiff the frequency and scope of physical therapy Oscar
14 received on both November 3, 2018 and November 4, 2018.
15

16 49. Despite his daily requests to watch the physical therapy session, Dr. Loughin
17 continually refused to allow the plaintiff to witness the alleged physical therapy sessions or
18 meet the therapist or speak to the therapist, despite multiple requests.
19

20 50. Upon information and belief Dr. Loughin failed to adequately examine or treat Oscar
21 and exchange vital information with the staff responsible for Oscar’s care. As a result she
22 failed to provide the appropriate oversight necessary for Oscar recuperation.
23

24 51. During this period, the Plaintiff only observed Oscar dragging his hind legs while being
25 held up in a “help-me” harness while being “dragged” back to his cage from the visitation
26 room. Plaintiff attempted to see where Oscar was being kept, but was prevented from seeing
27 how and where Oscar was being kept.
28

1 52. Dr. Loughin lied to plaintiff on at least two occasions about physical therapy allegedly
2 given to Oscar. Furthermore, she stated that he was getting professional physical therapy and
3 acupuncture every day. On a separate occasion, Dr. Loughin represented that Oscar received
4 physical therapy earlier in the morning, but the staff advised Plaintiff that it was not in the
5 notes.
6

7 53. Upon information and belief, LIVS never called in the appropriate specialists to help
8 Oscar; whereas at the Animal Medical Center, they had 4 Neurologists, an Emergency
9 Medical Doctor, an Orthopedic Surgeon, and a doctor who focuses on physical rehabilitation
10 all try to help Oscar upon and after he was admitted. Had Dr. Loughin not dissuaded the
11 Plaintiff from removing Oscar out of LIVS sooner to AMC, Oscar might have been saved after
12 LIVS crippled him.
13

14 Dr. Loughin's gross negligence was so severe that she failed to attend to Oscar and as a
15 proximate and direct result, Oscar was crippled and made incontinent, received pressure ulcers,
16 and fecal and urine burns; which only served to cause Plaintiff damages and Oscar more pain
17 and suffering in clear breach of Dr. Loughin's contractual obligation and duty of care owed to
18 the plaintiff.
19

20 54. From October 31, 2018 through November 5, 2018, the Plaintiff left no less than five (5)
21 messages for Dr. Marino, the owner of LIVS and chief of staff who never bothered to respond.
22

23 55. With the assistance of a professional from his dog care facility, the Plaintiff on
24 November 4, 2018 removed Oscar from LIVS and transferred him to AMC located at 510 E.
25 62nd Street, New York N.Y. 10065. Upon his admission he was examined by the critical care
26 team and transferred to the neurology team.
27
28

G. AS FOR THE EVENTS OF NOVEMBER 5, 2018

56. Prior to and after leaving LIVS, Oscar continued to suffer due to the spinal damage he incurred at LIVS. Furthermore Plaintiff observed that Oscar had become incontinent, flaccid and was perpetually dribbling urine and experiencing decreased anal tone. LIVS and Dr. Loughin purposely and intentionally withheld these facts in their failure to disclose. Furthermore, Dr. Loughin claimed that Oscar's urination was from the medications; it was not.

57. AMC also confirmed that Oscar had suffered injuries due to the MRI performed by LIVS.

58. AMC advised the Plaintiff that if the damage was concussive damage to Oscar's spine, Oscar might not improve to a reasonable quality of life. The AMC doctors informed the Plaintiff that they concluded that LIVS damaged Oscar's spine due to improper handling, positioning or impact during and after the MRI performed by LIVS. They further informed the Plaintiff that LIVS caused concussive damage and compression of the nerve root resulting in Oscar's crippling.

59. The damage caused by LIVS and Dr. Loughin was damage on multiple fronts including spinal injury and concussive damage. As a result, Oscar continued to decline in many areas. He could not walk, stand up or eat without assistance. Furthermore, in his horrific agony his urine and feces would drip out and he would experience pain as the feces built up and had to be extracted manually. Due to the damages caused by LIVS; Oscar's health continued to deteriorate.

60. On or about November 5, 2018, the Plaintiff was advised by Dr. West of AMC and other neurologists that they would not have endorsed or recommended an MRI or even allowed it, as it was totally inappropriate for a mild limp and way too risky, especially since they already knew arthritis was causing the mild limp. Several other AMC doctors also stated that the MRI

1 was "unreasonable and inappropriate" especially for a minor limp and that AMC would never
2 have permitted the procedure unless the owner signed a release stating that AMC was strongly
3 advising against the procedure, was highly opposed to the procedure, did not endorse the
4 procedure and had advised the client that there was a high probability and likelihood of
5 significant injury and AMC felt the procedure would be incredibly dangerous for Oscar and
6 should not be performed, especially for such a minor limp. Furthermore, AMC advised the
7 Plaintiff that Dr. Loughin's attempt to sell a bicep cutting surgery was utterly egregious, as was
8 her attempt to sell an immediate third MRI procedure for the Plaintiffs dog Oscar. Plaintiff
9 was also advised that even if the MRI had shown something; the risk of surgery would not
10 have been worth the risk to Oscars well being. Upon information and belief, the only benefit
11 of such a procedure was the financial benefit to LIVS. AMC also stated that the symptoms
12 were clearly just symptoms of arthritis and that the CT Scan had clearly demonstrated this; as
13 such the MRI procedure was unreasonable and inappropriate to have performed on a dog the
14 age and medical condition of Oscar and for such a mild limp. Furthermore, Plaintiff was
15 advised that Dr. Loughin's "Quick Disc Surgery" sales pitch on a dog the age and condition of
16 Oscar was ridiculous.

20 61. Due to Oscar's lowered immune system Dr. West recommended that Oscar should be
21 moved from AMC and receive around the clock care at home; he then prescribed a regimen of
22 steroids and other medicines over the next several weeks in order to determine whether or not
23 Oscar's paralysis was permanent.

25 62. To assist with the home care and Oscar's horrific situation, Plaintiff employed "Doggy
26 Patrol" a unit of "Happy Paws," who had taken care of Oscar his whole life, to care for him in
27 his time of need and assist the Plaintiff with Oscar. Oscar's round the clock care was intense,
28

1 as he needed to be constantly rolled, massaged, lifted to empty his bladder and to manually
2 void his feces; Oscar also had to be consistently washed and dried.

3 63. After tireless around the clock care, Oscar did not sufficiently markedly improve
4 from the damage caused at LIVS and was in frequent visible agony and pain.

5 64. On or about November 16, 2018, Plaintiff spoke to Dr. West, the head of neurology at
6 AMC who told him that Oscar would not make significant recovery from his paralyses and that
7 he would never regain full control of his bodily functions. He also told Plaintiff that due to his
8 agony, suffering and improbable chance of recovery Oscar should be humanely euthanized. Dr.
9 Hart also advised the Plaintiff that Oscar would not recover back to a reasonable and decent
10 quality of life, the damage caused by LIVS was too severe and Oscar should be humanely
11 euthanized.
12

13 65. On November 17, 2018, Dr. Jay Kuhlman of Gramercy Park Hospital (Oscar's life-long
14 community veterinarian) noted the ulcers on Oscar and his deteriorated state since he last saw
15 him just before the MRI and explained to the plaintiff that a three and a half hour MRI was
16 totally inappropriate and was not in the best interest of Oscar's health and well being.
17 Dr. Jay Kuhlman also advised the Plaintiff, that Oscar was suffering and would never recover
18 form his injuries. He too recommended that Oscar be euthanized. On November 17, 2018 Oscar
19 was unfortunately humanely euthanized.
20

21 66. Upon information and belief, as a direct result of LIVS's office culture under Dr. Marino
22 of proposing, recommending and pushing unnecessary, inappropriate and lucrative services
23 and the professional fraud-intentional misrepresentations made by Dr. Loughin and all
24 defendants' deceptive business practices designed primarily to maximize LIVS's profit; Oscar
25 suffered needlessly and was crippled and had to be untimely euthanized.
26
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1 **H. AS FOR OUT OF POCKET EXPENSES AS A RESULT OF LIVS**

2 67. As direct result of the defendants' gross negligence and intentional misrepresentations,
3 Plaintiff had to pay **\$5,228.00** for unnecessary services rendered by LIVS. **(Exhibit A –**
4 **Attached heretofore and made a part of).**

5
6 68. As direct result of the defendants' gross negligence and intentional misrepresentations,
7 the Plaintiff has had to pay **\$4,060.00 for services rendered by AMC. (Exhibit B – Attached**
8 **heretofore and made a part of).**

9 69. As direct result of the defendants' gross negligence and intentional misrepresentations, the
10 Plaintiff has had to pay **\$600.00 for at home services rendered by the Animal Medical**
11 **Center of New York. (Exhibit C – Attached heretofore and made a part of)**

12
13 70. As direct result of the defendants' gross negligence and intentional misrepresentations, the
14 Plaintiff has had to pay **\$16,440.00 for services rendered by Doggy Patrol** a unit of
15 Happy Paws, an agency the Plaintiff employed to provide round the clock care for Oscar.
16 **(Exhibit D – Attached heretofore and made a part of)**

17
18 71. As direct result of the defendants' gross negligence and intentional misrepresentations, on
19 or about November 17, 2018 the Plaintiff has had to pay **\$528.50 to Gramercy Veterinarian**
20 **for Oscar's last visit and euthanization. (Exhibit E – Attached heretofore and made a**
21 **part of)**

22 72. As direct result of the defendants' gross negligence and intentional misrepresentations,
23 on or about November 17, 2018 the Plaintiff has had to pay **\$540.10** at the Hartsdale cemetery
24 for Oscar's cremation. **(Exhibit F – Attached heretofore and made a part of).**
25
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28

1 **FIRST CAUSE OF ACTION**

2 **BREACH OF CONTRACT AS ALLEGED AGAINST ALL DEFENDANTS**

3 73. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in paragraphs
4 1 through 72 inclusive, of this complaint as though set forth here at.

5
6 74. On or about OCTOBER 29, 2018, Defendants-LIVS, Dr. Loughin and Dr. Marino
7 breached their contractual *duty of care* they owed to Plaintiff, by failing to properly examine,
8 diagnose and determine the cause of the sporadic and occasional limp of Plaintiff's dog Oscar, a
9 14-year-old mix breed rescue dog, and instead subjected him to a crippling MRI procedure with
10 no reasonable or appropriate medical purpose or benefit. Defendants' actions directly resulted
11 in the crippling of Plaintiff's dog Oscar, by proposing, recommending and pushing, based on a
12 false diagnosis, intentional fraudulent misrepresentations so that the plaintiff accept an
13 inappropriate procedure which served no reasonable or appropriate veterinary medical purpose.
14 Plaintiff paid Defendant a retainer of \$5,228.50 when said contract was entered into.

15
16 75. Plaintiff relied on Defendants and performed all of the terms and conditions he was
17 required to perform under the terms of the contract, except those obligations Plaintiff was
18 prevented or legally excused from performing.

19
20 76. As a proximate and direct result of the Defendants' actions and material breach of
21 contract and *duty of care* owed to Plaintiff, the Plaintiff was damaged as follows: (1) \$4,060.00
22 for services rendered by AMC, (2) \$600.00 for at home services rendered by the Animal
23 Medical Center of New York, (3) \$16,440.00 for services rendered by Happy Paws; (4)
24 \$528.50 to Gramercy Veterinarian for Oscar's last visit and euthanization, (5) \$5,228.50 he
25 spent for unnecessary services at Long Island Veterinary Specialists and (6) \$540.10 Plaintiff
26 spent at the Hartsdale cemetery for Oscars cremation.
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1 77. Defendants herein breached their *duty of care*, and were the direct and proximate cause of
2 damages to the Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of
3 this Court. Plaintiff is entitled to an award of punitive and exemplary damages for the reason
4 stated herein.

5
6 78. Plaintiff incurred out of pocket fees and costs in this action. Pursuant to the terms of the
7 implied agreement entered into with Defendants, the Plaintiff is entitled to recover for his
8 reasonable attorney fees and costs incurred in bringing this action.

9
10 **SECOND CAUSE OF ACTION**

11 **FRAUD-INTENTIONAL MISREPRESENTATION AS ALLEGED AGAINST DR. LOUGHIN**

12 79. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in paragraphs
13 1 through 78 inclusive, of this complaint as set forth herein.

14 80. On or about OCTOBER 29, 2018, Plaintiffs entered into a contract with Defendants
15 LIVS, Dr. Loughin and Dr. Marino. The contract established that the defendant would take
16 reasonable care, in properly examining, consulting, diagnosing, observing and determining the
17 cause of the Plaintiff's dog Oscar's sporadic limp in his front legs. Dr. Loughin's claim of being
18 able to do quick disc surgeries on 16 year old dogs (2) years older than Oscar, who then walk
19 fine a couple of days later was an intentional fraud misrepresentation and was nothing more
20 then a swindle to sell the plaintiff an expensive MRI procedure.

21
22 81. At the time that Plaintiff entered into the contract with Defendant October 29, 2018 as
23 herein alleged, Defendant Dr. Loughin made verbal representations that she was an experienced
24 neurologist, and that due to her specialized knowledge and experience proposed, recommended
25 and pushed that a fourteen (14) year old dog be subjected to an MRI that turned out to be fatal
26 to his dog Oscar.
27
28

1 82. The *intentional misrepresentations* made by Dr. Loughin were in fact false and her
2 diagnosis was presented only to bill the Plaintiff for the greatest amount of money and not
3 actually help his dog Oscar, and the Plaintiff *relied* on Defendant's representations. Were it the
4 case that Dr. Loughin was an ethical board certified neurologist, she would not have proposed,
5 recommended or pushed subjecting Plaintiff's 14 year old dog with a history of orthopedic
6 surgery and arthritis to a three to four (3-4) hour Dual Zone MRI. Upon information and belief,
7 the *intentional misrepresentations* made by the defendant were made to fraudulently induce the
8 Plaintiff to enter into an agreement with the Defendants for an MRI and that was not in the best
9 interest of the Plaintiff and a breach of the owed duty of care, and the Plaintiff *relied* on
10 Defendant's representations
11

12
13 83. Plaintiff's *reliance* on Defendants' *intentional misrepresentations* was justified in that
14 Plaintiff enjoyed a special relationship of trust and confidence with the Defendants. Plaintiff had
15 no reason to distrust Defendants in any way.

16 84. At all times herein mentioned, Plaintiff *relied* and placed great trust and confidence in
17 Defendants, each of them, by words and deeds directly and indirectly voluntarily about his dog
18 Oscar's sporadic limp and would pay for the service of having it properly diagnosed and treated.
19 Plaintiff gave his monies to Defendants with the express intention that Defendants act in
20 Plaintiffs' best interests to ensure that Oscar was properly diagnosed and treated, if treatment
21 was reasonable and necessary. Plaintiff was totally dependent on Defendants' honesty, integrity,
22 experience, judgment and advice. As a result thereof, Defendants were fiduciaries of the
23 Plaintiff and owed him a duty of care, which they breached.
24

25
26 85. The extent of the fraud perpetrated on Plaintiff by Defendants was not discovered by
27 Plaintiff until on or about November 5, 2018 when Oscar was transferred from LIVS to AMC.
28

1 86. As a proximate and direct result of the actions of Defendants LIVS, Dr. Loughin and Dr.
2 Marino, Plaintiff was damaged as follows: (1) \$4,060.00 for services rendered by AMC, (2)
3 \$600.00 for at home services rendered by the Animal Medical Center of New York, (3)
4 \$16,440.00 for services rendered by Doggy Patrol; (4) \$528.50 to Gramercy Veterinarian for
5 Oscar's last visit and euthanization, (5) \$5,228.50 he spent for unnecessary services at Long
6 Island Veterinary Specialists and (6) \$540.10 Plaintiff spent at the Hartsdale cemetery for
7 Oscars cremation.
8

9 87. Plaintiff *relied on* Defendant's *intentional misrepresentations*. Defendants herein, were the
10 direct and proximate cause of damages to the Plaintiff not yet ascertained and those exceeding
11 the jurisdictional minimum of this Court. Plaintiff is entitled to an award of punitive and
12 exemplary damages for the reason stated herein.
13

14 THIRD CAUSE OF ACTION

15 **PROFESSIONAL NEGLIGENCE AS ALLEGED AGAINST LIVS AND DR. LOUGHIN**

16 88. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in paragraphs
17 1 through 87 inclusive, of this complaint as though set forth here at.
18

19 89. On or about October 22, 2018, Plaintiffs initially entered into a contract with Defendant.
20 The contract established that the defendant would take *reasonable care*, in properly
21 investigating, diagnosing, observing and determining the cause of the Plaintiff's dog Oscar's
22 sporadic limp in his front legs. Defendants breached their duty by failing to properly consult and
23 diagnose his dog Oscar with a *reasonably accepted course of treatment*; and instead subjected
24 him to a crippling MRI procedure with no *reasonable medical purpose* and no *reasonable*
25 *benefit*, by performing the MRI procedure and anesthesia improperly and by improperly
26 positioning or dropping Oscar, directly and proximately causing the Plaintiff's Dog Oscar's
27
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1 untimely death. Plaintiff's damages at the time of consultation and treatment were *foreseeable*
2 and as a direct and proximate result of the Defendant's *willful and egregious misconduct* and
3 failure to exercise *reasonable care* the Plaintiff incurred damages.

4 90. Dr. Loughin also failed to call in a neurologist after Plaintiff's dog's was crippled by Dr.
5 Loughin's and LIVS's MRI, despite the fact that LIVS claims to have several veterinarian
6 neurologists and a neurology "team" as advertised on its website. But for the professional
7 negligence and failure to exercise *reasonable care* by Dr. Loughin, Plaintiff would not have
8 been damaged and as such the Plaintiff has a meritorious claim against all defendants.
9

10 91. As a proximate result of the professional negligence of Defendant LIVS, Dr. Marino and
11 Dr. Loughin as alleged herein, Plaintiff has been damaged as follows: (1) \$4,060.00 for services
12 rendered by AMC, (2) \$600.00 for at home services rendered by the Animal Medical Center of
13 New York, (3) \$16,440.00 for services rendered by Doggy Patrol; (4) \$528.50 to Gramercy
14 Veterinarian for Oscar's last visit and euthanization, (5) \$5,228.50 he spent for unnecessary
15 services at Long Island Veterinary Specialists and (6) 540.10 Plaintiff spent at the Hartsdale
16 cemetery for Oscars cremation.
17

18 92. Furthermore, the *Defendants actions were foreseeable* and were the direct and proximate
19 cause of damages to the Plaintiff not yet ascertained and those exceeding the jurisdictional
20 minimum of this Court. Plaintiff is entitled to an award of punitive and exemplary damages for
21 the reason stated herein.
22

23 **FOURTH CAUSE OF ACTION**

24 **GROSS NEGLIGENCE AS ALLEGED AGAINST ALL DEFENDANTS**

25 93. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in paragraphs 1
26 through 92 inclusive, of this complaint as though set forth here at.
27
28

1 94. Defendant Dr. Loughin *intentionally* and knowingly proposed a diagnosis and treatment
2 and *wantonly disregarded* her owed *duty of care* to the plaintiff, and was *reckless and*
3 *indifferent to the Plaintiff's rights* in intentionally subjecting his dog Oscar to a crippling MRI
4 procedure with *no reasonable medical purpose* and *no reasonable benefit*, by preforming the
5 MRI procedure and anesthesia improperly and by improperly positioning or dropping Oscar.
6 Defendants were directly and proximately the cause of the Plaintiff's Dog Oscar's untimely
7 death.
8

9 95. Upon information and belief, Dr. Loughin's *willful misconduct* and deliberate proposal,
10 recommending and pushing for a dual-zone MRI, in diagnosing Plaintiff's dog Oscar was not
11 reasonable nor a customarily acceptable treatment in the veterinary community and was made in
12 *wanton disregard* of her duty of care owed to Plaintiff, was *reckless and indifferent*, and only
13 served to needlessly bill the Plaintiff. Furthermore, upon information and belief, the MRI, the
14 anesthesia and the after care were administered with *gross negligence* and not in accordance
15 with the acceptable standards of the veterinary community.
16

17 96. Dr. Loughin was *reckless and indifferent* at the time of consultation, and *wantonly*
18 *disregarded* the information and acceptable practices in recommending a risky MRI procedure
19 that left Plaintiff's dog Oscar crippled. Furthermore, all the times herein, LIVS had a
20 contractual duty of care to the Plaintiff to safely examine and provide a safe environment in
21 administering and managing Oscar's MRI and post MRI care and LIVS failed to do so.
22

23 97. At the time of consultation, Dr. Loughin was *reckless and indifferent* and *wantonly*
24 *disregarded acceptable practices* by breaching her *duty of care* owed the Plaintiff and
25 recommended a risky MRI procedure, which left the Plaintiff's dog, crippled.
26
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1 98. LIVS had a duty of care to the plaintiff to adequately test, maintain and supervise the MRI
2 equipment and the employees, agents and staff operating the MRI machine and administering
3 the MRI procedure. LIVS failed to do so. LIVS had a duty to of care to the plaintiff to
4 adequately supervise the anesthesia process and the employees, agents and staff operating and
5 administering the anesthesia. LIVS failed to do so. LIVS's acts and omissions was a *failure to*
6 *use even slight care or conduct* that is so careless as to show *complete disregard for the rights*
7 *and safety of the Plaintiff* as well as a *deviation from reasonable care*.

9 99. Defendants LIVS, Dr. Marino and Dr. Loughin, were *reckless and indifferent* and *wantonly*
10 *disregarded the information and acceptable practices* by breaching their duty of care owed the
11 Plaintiff in proposing, recommending and pushing a risky MRI procedure that left his dog
12 crippled. Defendant's' acts and omissions was a *failure to use even slight care or conduct* that is
13 so careless as to show *complete disregard for the rights and safety of the Plaintiff* as well as a
14 *deviation from reasonable care*.

16 100. Defendants LIVS, Dr. Marino and Dr. Loughin all had a duty to perform the MRI in a
17 safe manner and handle Oscar in a reasonable manner in accordance with the veterinary
18 customs of the community in which they operated and LIVS failed to do so. Upon information
19 and belief, the MRI procedure and the anesthesia were improperly performed and/or by
20 improperly positioning or dropping Oscar LIVS was *reckless and indifferent* and directly and
21 proximately caused the Plaintiff's Dog Oscar's untimely death. Defendant's' acts and omissions
22 was a *failure to use even slight care or conduct* that is so careless as to show *complete disregard*
23 *for the rights and safety of the Plaintiff* as well as a *deviation from reasonable care*.

1 101. Defendants herein were the direct and proximate cause of damages to the Plaintiff not yet
2 ascertained and those exceeding the jurisdictional minimum of this Court. Plaintiff is entitled to
3 an award of punitive and exemplary damages for the reason stated herein.
4

5 **FIFTH CAUSE OF ACTION**

6 **DECEPTIVE BUSINESS PRACTICES AS ALLEGED AGAINST ALL DEFENDANTS**

7 102. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in paragraphs
8 1 through 101 inclusive, of this complaint as though set forth here at.

9 103. LIVS, Dr. Marino and Dr. Loughin's *misleading acts and practices were consumer*
10 *orientated and material in nature*. LIVS, Dr. Marino and Dr. Loughin's had a duty to
11 reasonable care, in properly examining, consulting, diagnosing, observing and determining the
12 cause of the Plaintiff's dog Oscar's sporadic limp in his front legs and caring for his well-being
13 and safety.
14

15 104. LIVS had a duty to perform the MRI in a safe manner and handle Oscar in a reasonable
16 manner in accordance with the veterinary customs of the community in which they operated.
17 LIVS failed to do so.
18

19 105. Defendant LIVS is a corporate entity formed and operating under the Laws of the State of
20 New York and offering commercial veterinary services, entered into an agreement to offer
21 reasonably accepted services to the Plaintiff in examining and diagnosing his dog Oscar's limp
22 and failed to advise of the risks associated with the MRI procedure.
23

24 106. Plaintiff reasonably expected that the defendant's diagnosis and treatment would
25 take into account the nature of Oscar's injury; a limp which sporadically occurred and had not
26 significantly hindered his lifestyle. LIVS failed to do so.

27 107. Plaintiff reasonably expected to be informed of reasonable and acceptable medical
28

1 Procedures and risks regarding the determination of the cause of his dog Oscar's sporadic and
2 occasional limp pursuant to generally accepted practices for veterinarians in Defendants
3 community. LIVS failed to do so.

4 108. Plaintiff reasonably expected to be informed and apprised of complications and injuries
5 arising from the Defendants' action of diagnosing and treating Plaintiff's dog Oscar's limp and
6 subjecting him to the MRI. LIVS failed to do so.

7 109. Defendants LIVS, Dr. Marino and Dr. Loughin's material misrepresentations, false
8 diagnosis and deceptive sales tactics were the direct and proximate cause of injury to Plaintiff
9 resulting from a needless and inappropriate MRI procedure that left his dog Oscar crippled.

10 110. LIVS, Dr. Marino and Dr. Loughin's *misleading acts and practices were consumer*
11 *orientated and material in nature*. Defendants LIVS, Dr. Marino and Dr. Loughin's *material*
12 *misrepresentations, false diagnosis and deceptive sales tactics were the direct and proximate*
13 *cause of injury* to Plaintiff resulting from a needless and inappropriate MRI procedure that left
14 his dog Oscar crippled.

15 111. Furthermore, the Defendants herein were the direct and proximate cause of damages to
16 the Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of this Court.
17 Plaintiff is entitled to an award of punitive and exemplary damages for the reason stated herein.

18 **SIXTH CAUSE OF ACTION**

19 **NEGLIGENCE AS ALLEGED AGAINST ALL DEFENDANTS**

20 112. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in paragraphs
21 1 through 111 inclusive, of this complaint as though set forth here at.

22 113. Defendant LIVS, Dr. Marino and Dr. Loughin's deviated from the acceptable and
23 reasonable standards of veterinary care by not only failing to supervise, but by allowing and
24

1 incentivizing the fraudulent diagnosis made by Dr. Loughin, which she fraudulently and
2 negligently proposed, recommended and prescribed.

3 114. That all the times herein, LIVS, Dr. Marino and Dr. Loughin's had a contractual duty of
4 care to the Plaintiff to safely examine and provide a safe environment in administering and
5 managing Oscar's MRI and post MRI care and *all defendants failed to act prudently*.
6

7 115. LIVS, Dr. Marino and Dr. Loughin's had a duty of care to the plaintiff to adequately
8 test, maintain and supervise the MRI equipment and the employees, agents and staff operating
9 the MRI machine and administering the MRI procedure and *all defendants failed to act*
10 *prudently*. LIVS had a duty to of care to the plaintiff to adequately supervise the anesthesia
11 process and the employees, agents and staff operating and administering the anesthesia and *all*
12 *defendants failed to act prudently*
13

14 116. LIVS, Dr. Marino and Dr. Loughin had a duty of care to make reasonable and customary
15 recommendations and exercise reasonable due diligence in examining, consulting, and
16 diagnosing the Plaintiff's dog Oscar and ensuring the MRI process was conducted pursuant to
17 customary, reasonable and acceptable community standards in treating a dog in Oscar's
18 condition and *all defendants failed to act prudently*
19

20 117 LIVS, Dr. Marino and Dr. Loughin had a duty to provide prompt notification to
21 Plaintiff, when his dog Oscar was injured during the three to four (3-4) hours long MRI
22 procedure and *all defendants failed to act prudently*.
23

24 118. As a proximate cause of Defendants' acts and omissions, individually and jointly, a
25 serious injury transpired and caused Plaintiff's dog Oscar needless physical injury including
26 spinal damage, paralysis, incontinence and other injuries, and eventually Oscars subsequent
27 death as a result of LIVS fraud induced diagnosis and inadequate treatment.
28

1 119. Furthermore, the Defendants herein were the direct and proximate cause of damages to
2 the Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of this Court.
3 Plaintiff is entitled to an award of punitive and exemplary damages for the reasons stated herein.
4

5 **SEVENTH CAUSE OF ACTION**

6 **VETERINARY MALPRACTICE AS ALLEGED AGAINST DR. LOUGHIN**

7 120. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in
8 paragraphs 1 through 119 inclusive, of this complaint as though set forth here at.

9 121. LIVS had a *duty of reasonable care*, to properly examine, consult, diagnose, observe
10 and determine the cause of the Plaintiff's dog Oscar's sporadic limp in his front legs and instead
11 Dr. Loughin's acts and omissions were *below the acceptable standard care* and the *proximate*
12 *and direct cause* of the *Plaintiff's damages*.
13

14 122. In recommending an MRI procedure on a dog the age and condition of Oscar, Dr.
15 Loughin was reckless in her wanton disregard for the *duty of care* she owed the
16 Plaintiff and should have foreseen a high probability it would render his dog Oscar crippled.
17 Dr. Loughin's acts and omissions were *below the acceptable standard care* and the *proximate*
18 *and direct cause* of the *Plaintiff's damages*.
19

20 123. Defendants also exhibited *wanton disregard* for the duty of care owed to the
21 Plaintiff by intentionally failing to adhere to the physical care and treatment, the plaintiff was
22 promised and lying about the treatment his dog Oscar was actually receiving. Dr. Loughin's acts
23 and omissions were *below the acceptable standard care* and the *proximate and direct cause* of
24 the *Plaintiff's damages*.
25

26 124. LIVS and Dr. Loughin had a *duty to maintain Oscar in a humane way* as part of
27
28

1 community standard sanitation procedures, recognized across the veterinary community. This
2 was particularly important in Plaintiff's case where after the MRI; his Dog Oscar was
3 incontinent and could not control his bodily movements or walk or stand. LIVS and Dr.
4 Loughin's acts and omissions were *below the acceptable standard care* and the *proximate and*
5 *direct cause* of the *Plaintiff's damages*.
6

7 125. LIVS had a duty of care to duty to provide Oscar with the appropriate and necessary,
8 physical care during his time at LIVS and upon information and belief, failed to adhere to
9 *reasonable and veterinary appropriate compliance* of the physical care schedule, a deliberate
10 and *wanton disregard to the duty of care owed to the Plaintiff*. LIVS and Dr. Loughin's acts
11 and omissions were *below the acceptable standard care* and the *proximate and direct cause* of
12 the *Plaintiff's damages*.
13

14 126. Upon information and belief, LIVS failed to provide proper instructions on how to
15 correctly handle Plaintiff's fourteen-year-old dog Oscar to its MRI technicians concerning the
16 safe administering of the MRI procedure. Dr. Loughin's acts and omissions were *below the*
17 *acceptable standard care* and the *proximate and direct cause* of the *Plaintiff's damages*.
18

19 127. Dr. Loughin failed to provide appropriate supervision of the MRI Procedure and in doing
20 so deviated from the veterinary standards and practices accepted in the community in which
21 they operate. Dr. Loughin's acts and omissions were *below the acceptable standard care* and
22 the *proximate and direct cause* of the *Plaintiff's damages*.
23

24 128. Dr. Loughin had a duty of care to the plaintiff to adequately supervise the anesthesia
25 process and the employees, agents and staff operating and administering the anesthesia. LIVS
26 failed to do so. Dr. Loughin's acts and omissions were *below the acceptable standard care* and
27 the *proximate and direct cause* of the *Plaintiff's damages*.
28

1 129. Dr. Loughin was reckless in her *wanton disregard for the duty of care she owed the*
2 *Plaintiff* by failing to promptly register, react to, diagnose and treat the catastrophic life
3 threatening injuries Oscar sustained during the MRI procedure that she so strongly pushed.
4 Furthermore, the risks and consequences of Dr. Loughin's fraudulent and negligent actions in
5 recommending, pushing and selling an MRI procedure on a dog the age and condition of Oscar
6 which rendered plaintiff's dog crippled and in agony, was *entirely foreseeable and the direct*
7 *and proximate cause of plaintiff's damages*. Dr. Loughin's acts and omissions were *below the*
8 *acceptable standard care* and the *proximate and direct cause* of the *Plaintiff's damages*.
9

10 130. As a proximate and direct cause of Defendants' acts and omissions, individually and
11 Jointly, a serious injury transpired and caused Plaintiff's dog Oscar needless physical injury
12 including spinal damage, paralysis, incontinence, pain and agony as well as other injuries, and
13 Oscar's subsequent death.
14

15 131. Furthermore, the Defendant herein was the direct and proximate cause of damages to the
16 Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of this Court.
17 Plaintiff is entitled to an award of punitive and exemplary damages for the reason stated herein.
18

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO SUPERVISE AS ALLEGED AGAINST DR. MARINO AND DR. LOUGHIN**

21 132. Plaintiff repeats, repleads and re-alleges each and every allegation set forth in
22 paragraphs 1 through 131 inclusive, of this complaint as though set forth here at.
23

24 133. That at all time herein, Dr. Loughin was acting as a binding agent, employee, servant and
25 staff of LIVS and Dr. Marino

26 134. Upon information and belief, Dr. Marino in his capacity as Chief of Staff and owner,
27 established, defines, encourages, sets precedent, and enforces an office culture, policy, practice,
28 and procedure of covering up facts and perpetrating fraud and corruption to maximize profits

1 and in doing so mandated the deliberate deception of the plaintiff and the deliberate failure to
2 inform the Plaintiff that Dr. Loughin was not in fact a board certified neurologist and was
3 merely a surgeon "with an interest in neurology" as the staff stated after the crippling of Oscar.
4 In doing so, LIVS staff under the authority and instruction of Dr. Marino, and Dr. Marino
5 himself allowed, misled, deceived, and encouraged the Plaintiff to consult with Dr. Loughin
6 despite the Plaintiff's specific request for a board certified neurologist, and Plaintiff's belief,
7 based on what LIVS appointment staff represented to him, that he was being advised by a board
8 certified neurologist. Dr. Loughin and Dr. Marino's acts and omissions were the cause of
9 *Plaintiffs damages were preventable*, but for Defendants' failure to supervise.

10
11 135. Upon information and belief, Dr. Loughin failed to provide the physical care, treatment
12 and rehabilitation, required in her duty of care and her contractual obligation to the Plaintiff and
13 in acting with such a dereliction of her duty of care and her contractual obligation to the
14 Plaintiff and under the direct control, supervision and employment of LIVS; both LIVS and Dr.
15 Marino failed to supervise resulting in damages to the Plaintiff. *Plaintiffs damages were*
16 *preventable*, but for Defendants' failure to supervise.

17
18 136. Upon information and belief, Dr. Loughin failed to reasonably and appropriately
19 supervise the administering of the MRI, the administering of the anesthesia, and the physical
20 care, which was a severe breach and wanton disregard of her duty of care and her contractual
21 obligation to the Plaintiff. *Plaintiffs damages were preventable*, but for Defendants' failure to
22 supervise.

23
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26
27 137. Oscar's needless physical injury including spinal damage, paralysis, incontinence and
28

1 other injuries, and subsequent death was a proximate and direct result of LIVS fraud induced
2 diagnosis and inadequate treatment and all Defendants' acts and omissions, individually and
3 jointly. *Plaintiffs damages, were preventable*, but for Defendants' *failure to supervise*.

4 138. Furthermore, the Defendants herein were the direct and proximate cause of damages to
5 the Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of this Court.
6 Plaintiff is entitled to an award of punitive and exemplary damages for the reason stated herein.
7

8 NINTH CAUSE OF ACTION

9 **RESPONDEAT SUPERIOR AS ALLEGED AGAINST LIVS AND DR. MARINO**

10 139. Plaintiffs repeat, replead and re-allege each and every allegation set forth in
11 paragraphs 1 through 138 inclusive, of this complaint as though set forth here at.
12

13 140. At all times Dr. Loughin *was an employee and agent of LIVS and Dr. Marino*, acting
14 within the *scope of her employment*. Defendants LIVS and Dr. Marino were grossly negligent
15 in *employing and failing to supervise* the employees, servants and staff which was the direct and
16 proximate cause of the Plaintiff's injuries and by creating, promoting and allowing an office
17 culture which recommends and pushes unreasonable, unnecessary and dangerous MRIs on dogs
18 of Oscar's age and in the condition of Oscar with a clear previous history of orthopedic
19 surgeries; just to sell profitable services and enrich themselves.
20

21 141. At all times Dr. Loughin *was an employee and agent of LIVS and Dr. Marino*, acting
22 within the *scope of her employment*. Defendants LIVS, Dr. Marino and Dr. Loughin are all
23 jointly and severably
24 responsible for Dr. Loughin's wrongful acts as an employee or **agent**, as such act occurred
25 within the scope of her employment or agency and resulted in fatal injury to Plaintiff's dog
26 Oscar.
27
28

1 142. At all times Dr. Loughin *was an employee and agent of LIVS and Dr. Marino*, acting
2 within the *scope of her employment*. Upon information and belief the MRI, the anesthesia and
3 the after care were administered with gross negligence and not in accordance with the
4 acceptable standards of the veterinary community.

5
6 143. At all times Dr. Loughin *was an employee and agent of LIVS and Dr. Marino*, acting
7 within the *scope of her employment*. As a direct and proximate cause of Defendants' acts and
8 omissions, individually and jointly, a serious injury transpired and caused Plaintiff's dog Oscar
9 needless physical injury including spinal damage, paralysis, incontinence and other injuries, and
10 eventually Oscars subsequent death as a result of LIVS fraud induced diagnosis and inadequate
11 treatment.

12
13 144. Furthermore, all Defendants herein were the direct and proximate cause of damages to the
14 Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of this Court.
15 Plaintiff is entitled to an award of punitive and exemplary damages for the reason stated herein.

16 **TENTH CAUSE OF ACTION**

17 **FAILURE TO INFORM AS ALLEGED AGAINST ALL DEFENDANTS**

18
19 145. Plaintiffs repeat, replead and re-allege each and every allegation set forth in
20 paragraphs 1 through 144 inclusive, of this complaint as though set forth here at.

21 146. Defendants LIVS and Dr. Loughin intentionally disregarded their duty of care to the
22 plaintiff in *failing to properly inform the Plaintiff of reasonably foreseeable risks* and
23 alternatives to the treatment proposed by Dr. Loughin, which resulted in the crippling of
24 Plaintiff's dog Oscar.

25
26 147. Upon consultation, Dr. Loughin was aware of Plaintiff's dog Oscar's medical history
27
28

1 and previous orthopedic surgeries; despite this fact Dr. Loughin proposed, recommended and
2 pushed a dangerous and inappropriate course treatment solely to induce the plaintiff to pay for a
3 procedure profitable to LIVS in wanton disregard of her duty of care to the plaintiff which
4 became the proximate and direct cause of his dog Oscar's crippling and subsequent death.

5
6 148. Defendant Dr. Loughin deliberately exhibited a wanton disregard for her duty of care
7 owed to the Plaintiff when *she failed to address the reasonable and foreseeable risks associated*
8 *with an MRI* procedure on a dog the age and in the condition of Oscar that had previous
9 Orthopedic surgery which was clearly visible in the medical record in her and LIVS's
10 possession at the time of the initial consultation.

11
12 149. Defendant Dr. Loughin deliberately exhibited a wanton disregard for her duty of care
13 owed to the Plaintiff when she *failed to inform, record and promptly document the injuries*
14 *suffered by Oscar caused by the MRI procedure she induced the Plaintiff to accept.*

15 150. As a result of LIVS fraud induced diagnosis, *failure to inform* and inadequate treatment
16 Defendants' acts and omissions, individually and jointly, a serious injury transpired and caused
17 Plaintiff's dog Oscar needless physical injury including spinal damage, paralysis, incontinence
18 and other injuries, and eventually Oscars subsequent death.

19
20 150. Furthermore, the Defendants herein were the direct and proximate cause of damages to
21 the Plaintiff not yet ascertained and those exceeding the jurisdictional minimum of this Court.
22 Plaintiff is entitled to an award of punitive and exemplary damages for the reason stated herein.

23
24 **WHEREFORE**, Plaintiff prays for Judgment against Defendants, and each of them, as
25 follows:

26 **FIRST CAUSE OF ACTION**

- 27 1. Damages according to proof at time of trial;
28 2. For out-of-pocket expenses incurred as a consequence of being induced

1 by defendants.

- 2 3. For reasonable attorney fees;
3 4. For costs of suit herein incurred, and
4 5. For such other and further relief as the Court deems just and proper.

5 **SECOND CAUSE OF ACTION**

- 6 1. Damages according to proof at time of trial;
7 2. For punitive and exemplary damages according to proof at time of trial;
8 3. For reasonable attorney fees;
9 4. For costs of suit herein incurred, and
10 5. For such other and further relief as the Court deems just and proper.

11 **THIRD CAUSE OF ACTION**

- 12 1. Damages according to proof at time of trial;
13 2. For out-of-pocket expenses incurred as a consequence of being induced
14 by defendants.
15 3. For reasonable attorney fees;
16 4. For costs of suit herein incurred, and
17 5. For such other and further relief as the Court deems just and proper.

18 **FOURTH CAUSE OF ACTION**

- 19 1. Damages according to proof at time of trial;
20 2. For punitive and exemplary damages according to proof at time of trial;
21 3. For reasonable attorney fees;
22 4. For costs of suit herein incurred, and
23 5. For such other and further relief as the Court deems just and proper.

24 **FIFTH CAUSE OF ACTION**

- 25 1. Damages according to proof at time of trial;
26 2. For punitive and exemplary damages according to proof at time of trial;
27 3. For reasonable attorney fees;
28 4. For costs of suit herein incurred, and

- 1 5. For such other and further relief as the Court deems just and proper.

2
3 **SIXTH CAUSE OF ACTION**

- 4 1. Damages according to proof at time of trial;
5 2. For out-of-pocket expenses incurred as a consequence of being induced
6 by defendants.
7 3. For reasonable attorney fees;
8 4. For costs of suit herein incurred, and
9 5. For such other and further relief as the Court deems just and proper.

10 **SEVENTH CAUSE OF ACTION**

- 11 1. Damages according to proof at time of trial;
12 2. For out-of-pocket expenses incurred as a consequence of being induced
13 by defendants.
14 3. For reasonable attorney fees;
15 4. For costs of suit herein incurred, and
16 5. For such other and further relief as the Court deems just and proper.

17 **EIGHTH CAUSE OF ACTION**

- 18 1. Damages according to proof at time of trial;
19 2. For out-of-pocket expenses incurred as a consequence of being induced
20 by defendants.
21 3. For reasonable attorney fees;
22 4. For costs of suit herein incurred, and
23 5. For such other and further relief as the Court deems just and proper.

24 **NINTH CAUSE OF ACTION**

- 25 1. Damages according to proof at time of trial;
26 2. For out-of-pocket expenses incurred as a consequence of being induced
27 by defendants.
28 3. For reasonable attorney fees;

4. For costs of suit herein incurred, and
5. For such other and further relief as the Court deems just and proper.

TENTH CAUSE OF ACTION

1. Damages according to proof at time of trial;
2. For out-of-pocket expenses incurred as a consequence of being induced by defendants.
3. For reasonable attorney fees;
4. For costs of suit herein incurred, and
5. For such other and further relief as the Court deems just and proper.

Dated: July 8, 2019

LUIS R. TRUJILLO JR., ESQ.
2420 Jackson Ave
Long Island City, NY 11101